

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA

LAFAYETTE-OPELOUSAS DIVISION

LEAM DRILLING SYSTEMS, INC. and
LIBERTY MUTUAL INSURANCE
COMPANY

CIVIL ACTION NO.
6:10-cv-01698

VERSUS

JUDGE DOHERTY

PETROHAWK ENERGY CORPORATION
and CHUBB & SON, A DIVISION OF FEDERAL
INSURANCE COMPANY

MAGISTRATE HILL

MOTION FOR LEAVE TO FILE SECOND AMENDED
COMPLAINT FOR DECLARATORY JUDGMENT
DESIGNATING LEAM DRILLING SYSTEMS, INC.
as a NECESSARY PARTY

NOW INTO COURT, through undersigned counsel, comes Liberty Mutual Insurance Company, who moves this Honorable Court as follows:

1.

Plaintiff moves pursuant to Rule 15(a)(1) and Rule 19(a), to file the attached Second Amended Complaint for Declaratory Judgment Designating Leam Drilling Systems, Inc. as a Necessary Party in the above entitled and numbered cause in order to remove Leam Drilling Systems, Inc. as a plaintiff, and to designate Leam Drilling Systems, Inc. as a necessary party.

2.

The above amendment is filed on the grounds that Leam Drilling Systems, Inc. desires to be removed as a plaintiff in the above captioned matter; and Leam Drilling Systems, Inc. is a necessary party to this declaratory action, as Leam Drilling Systems, Inc. is a party to the Master Service Agreement entered into with Petrohawk, which Master Service Agreement was executed and signed by Leam Drilling Systems, Inc.'s president, Ronald Brumley; and therefore, Leam Drilling Systems, Inc., is a necessary party pursuant to Federal Rules of Civil Procedure Rule 19(a).

3.

Leam Drilling Systems, Inc. is subject to service of process and its joinder as a necessary party does not deprive this Court of subject matter jurisdiction. Furthermore, the Court cannot accord complete relief among the existing parties without the joinder of Leam Drilling Systems, Inc. as a party.

4.

Leam Drilling Systems, Inc. as a party to the Master Service Agreement at issue in this declaratory action has an interest relating to the subject of this action and the failure to join Leam Drilling Systems, Inc. will subject Liberty Mutual Insurance Company to substantial risk and inconsistent obligations as the alleged insurer of Leam Drilling Systems, Inc. Further, Leam Drilling Systems, Inc.'s joinder is necessary for the orderly and expeditious administration of justice. *See Morse v. Bank One*, 2003 WL 23095588 (E.D. La.)

Respectfully submitted,

DAIGLE RAYBURN LLC

BY: /s/Susan A. Daigle
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**COUNSEL FOR LEAM DRILLING
SYSTEMS, INC. and LIBERTY MUTUAL
INSURANCE COMPANY**

C E R T I F I C A T E

I HEREBY CERTIFY that a copy of the above and foregoing has this date been filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent by operation of the court's electronic filing system to all parties that have consented to receive service electronically. I also certify that the above and foregoing has this date been forwarded by either facsimile, hand delivery, Federal Express, or U.S. Mail, postage prepaid and properly addressed to the non-CM/ECF participants on this the 4th day of April, 2011.

/s/Susan A. Daigle
SUSAN A. DAIGLE, #4459